



**COOPERATION AGREEMENT
BETWEEN
THE OFFICE OF THE SPECIAL REPRESENTATIVE OF THE SECRETARY-GENERAL ON SEXUAL
VIOLENCE IN CONFLICT
AND
GLOBAL TREE FUND SA**

Part I

1. The Office of the United Nations Special Representative of the Secretary-General on Sexual Violence in Conflict (the Office of the Special Representative) and Global Tree Fund SA, hereinafter referred to collectively as the "Parties", have agreed to sign this Cooperation Agreement (hereinafter referred to as the "Agreement"), which represents a statement of intent by the Parties to work together and sets out the terms and conditions of the collaboration and outlines the respective responsibilities and roles of the Parties.

Preamble

2. The Office of the United Nations Special Representative of the Secretary-General on Sexual Violence in Conflict is an office of the United Nations Secretariat that supports the Special Representative of the Secretary-General on Sexual Violence in Conflict whose role is to serve as the United Nations' spokesperson and political advocate on conflict-related sexual violence; to provide coherent and strategic leadership; to strengthen existing United Nations coordination mechanisms, and to engage in advocacy efforts, *inter alia* with governments, including military, police and judicial representatives, as well as with all parties to armed conflict and civil society. The Office of the Special Representative was established by Security Council resolution 1888 (2009), which reaffirms that women and girls are particularly targeted by the use of sexual violence, and emphasizes that this crime is a threat to international peace and security.

3. The Special Representative chairs the United Nations Action Against Sexual Violence in Conflict Network, which is comprised of 21 United Nations entities and her work is also supported by the United Nations Team of Experts on the Rule of Law and Sexual Violence in Conflict.

4. The Special Representative has established three strategic priorities for the mandate, namely: (i) converting cultures of impunity into cultures of justice and accountability through consistent and effective prosecution; (ii) fostering national ownership and leadership for a sustainable, survivor-centred response; and (iii) addressing the root causes of CRSV with structural gender inequality and discrimination, poverty and marginalization as its invisible driver in times of war and peace.¹

5. Global Tree Fund SA is a private limited company incorporated in Panama, Calle 53 Plaza 2000, Piso 10, Marbella. Its business activities are related to environmental and ecological protection, and consists in the provision of state-of-the-art technology and know-how for ecologically safe solutions to clean up agriculture and forest waste and protect the environment through alternate energy and fuel solutions. Its activities include the planting of millions of trees in different countries around the world including conflict and post-conflict countries, for the production of biofuels including biodiesel, Sustainable Aviation Fuel and bio-char.

6. It is the vision of Global Tree Fund SA to work not only on a cleaner, healthier and more sustainable greener planet but also a more gender equitable one.

7. **Convinced** that women remain disproportionately affected by poverty, discrimination and gender-based violence including sexual violence in conflict and post-conflict countries; that women are bearing the brunt of the economic fall out of the COVID 19 pandemic characterized by massive job losses, shrinking of economies and loss of livelihoods;

8. **Recognizing** that economically empowering women creates healthier families, more prosperous communities and more peaceful nations; sets a direct path towards gender equality, poverty eradication, access to education and inclusive economic growth and that preventing and responding to gender-based violence is both a human rights imperative and a multifaceted economic issue;

9. **Acknowledging** that the Sustainable Development Goals (SDGs) require greater involvement with the private sector; and

10. **Responding** positively to the call of the United Nations Secretary General for private sector businesses to apply their creativity and innovation to solving sustainable development challenges, to adhere and contribute to the implementation of the 2030 Agenda for Sustainable Development, also referred to as "the 2030 Agenda", Global Tree Fund SA has incorporated sustainability as part of its business model. In addition to the focus on Goal 13 (combating climate change and its impacts) and Goal 15 (protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification and halt and reverse land degradation and halt biodiversity loss), Global Tree Fund SA also endeavours to address other critical SDGs including 1, 2, 3, 5, 8 and 10.

Global Tree Fund SA seeks to lift the most vulnerable and marginalized groups of women living in conflict, post-conflict countries and other fragile settings as well as their families and communities, out of poverty through sustainable employment. Global Tree Fund SA has the capacity to employ thousands of direct and indirect workers.

The context

11. Conflicts continue to rage and worsen while conflict-related sexual violence continues to be used as a tactic of war, terrorism and political repression, designed not only to inflict bodily harm on the victims, but also to terrify, dominate, humiliate and degrade them, their families and communities. Sexual violence has serious and multiple health, social and economic repercussions for survivors, as well as their social networks and communities. Widespread and systematic sexual violence hampers post-conflict recovery by inflicting lasting physical and psychological scars on survivors, marginalizing victims and excluding them from the workforce.

12. Neither poverty nor war is gender-neutral. While both men and women suffer the pain of poverty and war, due to structural bias, women have far fewer resources with which to cope, including less access to food, health care and paid employment. People living in poverty and lacking economic power and resources are at greater risk for sexual violence. It is the scourge of sexual and gender-based violence that leaves women and girls furthest behind in terms of development, locking them in situations of poverty and vulnerability that persist across generations. It is also well established that as women are economically empowered, they also gain greater bargaining power at home, a voice in decision-making, and enhanced resilience to economic and security shocks, which reduce their vulnerability to sexual and gender-based violence. It is therefore critical to economically empower women and foster peaceful, just and inclusive societies.

13. While COVID 19 does not discriminate, its impact does, and victims of conflict-related sexual violence are bearing its brunt. For thousands of women, a lack of economic resources has devastating consequences on their abilities to alter their environments or to live in safety. Recognizing the private sector as a key driver of human development, the Office of the Special Representative is entering into this Agreement with Global Tree Fund SA in the spirit of improving women's participation in economic life and consequently their physical security. The Special Representative considers this as a central aspect of a comprehensive strategy for the prevention of conflict-related sexual violence. The survivors of conflict-related sexual violence, whose lives and livelihoods have been shattered by war, cannot be left behind.

Key areas of collaboration

14. The Parties affirm that the main purpose of their collaboration, is to, first and foremost, promote the economic empowerment of vulnerable, marginalized and at-risk groups of women, more especially victims of conflict-related sexual violence, together with their families and communities, living in conflict and post-conflict settings, by providing them with safe and sustainable employment.



On the one hand,

1. Global Tree Fund SA undertakes, in conflict and post-conflict countries where it has business activities, to collaborate with the Office of the Special Representative and other relevant United Nations entities as appropriate by:
 - transforming corporate and social norms to promote greater equity and inclusion;
 - prioritising vulnerable, marginalized and at-risk groups of women in its recruitment strategy; and thereby
 - accelerating progress toward UN Sustainable Development Goals 5 and 8;
2. Global Tree Fund SA endeavours, in its recruitment strategy, to prioritise the following categories of vulnerable and marginalized groups , *inter alia*: Survivors and those at risk of conflict-related sexual and gender-based violence, their families and communities; war widows; refugees and internally displaced persons and rural and indigenous women;
3. Global Tree Fund SA undertakes to provide to the above-named categories of persons employed, equal opportunities for vocational training and skills building;
4. Global Tree Fund SA endeavours, in the course of its recruitment strategy, with the support of the Office of the Special Representative, to collaborate with a range of national stakeholders, including survivors of sexual violence networks, civil society organizations including grassroots women's organizations and youth organizations, Ministries of Gender Equality and other relevant national machinery for the promotion and protection of women, Ministries of Labour, and relevant United Nations entities, amongst others.

On the other hand,

1. The Office of the Special Representative undertakes, wherever possible, in the spirit of the full and effective implementation of the common goal of their Agreement, to facilitate the access of Global Tree Fund SA to the following stakeholders, *inter alia*: survivors of sexual violence networks, civil society organizations including grassroots women's organizations; youth organizations; Ministries of Gender Equality and other relevant national machinery for the promotion and protection of women's rights; Ministries of Labour and relevant United Nations entities.
2. The Office of the Special Representative undertakes, wherever possible, to facilitate the access of Global Tree Fund SA to major stakeholders at global, regional and national levels.



3. The Office of the Special Representative endeavours, wherever possible, to support efforts of Global Tree Fund SA, in enlisting international and multilateral institutions in the implementation of the goal of this Agreement.

Part II- General Provisions

The Parties affirm that their collaboration will be in full accordance with the values upheld by the United Nations system and the general principles advocated by the ***"Guidelines on a Principle-based Approach to the Cooperation between the United Nations and the Business Sector"***, more especially the principles of integrity, accountability and transparency.

1. **Commitment to Transparency** – In line with the shared commitment of the Parties to the principle of transparency, each party may include in their public reports and other relevant documents and materials, information about this Agreement as well as details regarding the nature of their collaboration and their respective contributions to the collaboration, in accordance with their respective regulations, rules, policies and practices.
2. **Use of name, emblem and logos** -
 - a) The Parties undertake not to make use of the other party's name, logo, or emblem, without the other's prior written approval. Any use shall, on a case-by-case basis, be exceptionally authorized on a non-exclusive basis and solely for advancing the objectives of the partnership. Authorization shall be given following a streamlined due diligence procedure. The Parties reserve the right not to grant the requested permission for use.
 - b) The Parties agree that no alternative "logo/s" or special "corporate emblem/s", whether or not they incorporate any part of the other party's logo or emblem, may be created for the purpose of their partnership.
3. **Reporting** - Global Tree Fund SA shall submit to the Office of the Special Representative an annual report setting out progress on commitments undertaken with qualitative and quantitative data on the vocational training and employment of survivors of conflict-related sexual violence amongst other vulnerable and marginalized groups.
4. **Non-exclusivity** - This Agreement does not constitute an exclusive arrangement between the Parties. Each party is free to develop similar collaboration with other organisations on the same substantive areas in the same locations. To maximise the beneficial impact of all activities to support the collaboration goals, the Parties will keep each other informed about new collaboration or partnerships during the term of this Agreement.

5. **Data and Information Protection -**

- a) The Parties acknowledge that data, including personally identifiable information of the Office of the Special Representative programme beneficiaries or of Global Tree Fund SA's employees and trainees, may be collected or generated through the collaboration activities during the term of this Agreement.
- b) The Parties confirm that, in the performance of the activities contemplated under this Agreement, they will comply with all applicable data protection standards and legal requirements.
- c) All information including but not limited to technological aspects of the business activities as well as any future plan of Global Tree Fund SA, shall remain confidential until it becomes public and within the realm of public knowledge
- d) In light of the Office of the Special Representative's privileges and immunities, Global Tree Fund SA acknowledges that the General Data Protection Regulations or any other law on data protection do not apply to the Office of the Special Representative and that no obligation can be imposed on latter.

6. **Ethical Standards and other commitments -**

- a) Throughout the duration of this Agreement, each party is committed to the highest standards of ethical conduct and each party has policies, procedures, and systems to help maintain those standards.
- b) Global Tree Fund SA confirms that no official of the Office of the Special Representative has either been offered or has received nor will be offered in the future, any benefit in the form of gifts and/or favours as a result of this collaboration.
- c) Global Tree Fund SA confirms that its personnel will comply with all applicable laws, including, but not limited to laws relating to the protection of children as well as against discrimination, sexual harassment and sexual exploitation and abuse.
- d) Global Tree Fund SA undertakes to ensure that neither it, nor any of its parent entities, subsidiaries, and other entities in which it owns a substantial interest, be directly or indirectly engaged in (a) any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's

Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999).

- e) Global Tree Fund SA undertakes to take all appropriate measures to prevent any of its personnel from sexually harassing, sexually exploiting or sexually abusing any employee/s, trainee/s and other beneficiaries under this Agreement.
- f) Global Tree Fund SA undertakes, in its job recruitment process and the employment of the categories of persons listed in Part I, to fully comply with national labour laws and standards as well as international norms and standards.
- g) Global Tree Fund SA undertakes to ensure that its business practices are consistent with the values and principles upheld by United Nations system organizations.

7. **Costs and other Responsibilities**

Except as otherwise expressly contemplated in this Agreement, each party will bear its own costs of this collaboration. Each party will be fully responsible for the actions of its respective staff, consultants, and other personnel and contractors.

8. **Commencement and duration**

The effective commencement date of this Agreement shall be the date of the signing of this agreement by the Parties. The Agreement shall remain in force unless either party writes formally to request its termination (see clause 9 on "*Termination and Amendments*").

9. **Termination and Amendments**

This Agreement shall remain in force until terminated by either party in writing. Either party may withdraw from this Agreement with a thirty (30) days' written notice to the other party if it determines that the other party has failed to perform or meet any material term, obligation or condition of this agreement.

The Office of the Special Representative reserves the right to terminate the Agreement if:

- a) it has credible reports and/or information which have not been satisfactorily addressed by Global Tree Fund SA related to acts and doings of Global Tree Fund SA that are inconsistent with the ethical obligations outlined in clause 6 above;



- b) it has reason to believe that the continued collaboration between them, will seriously compromise its mission or values and/or damage its reputation or the goodwill associated with its name, logo or emblem as well as that of the United Nations organization as a whole.

10. **Coordination and Notices**

The Signatories to this Agreement shall designate a contact person from their respective entity to serve as Focal Point and shall share the contact details of their Focal Points in a letter of exchange. The designated Focal Points shall consult with each other regularly to ensure the smooth and effective implementation of this Agreement and shall share timely information about the status of the collaboration. All notices and other communications under this Agreement shall be in writing and be sent to the designated Focal Points of the Parties. The Parties undertake to notify each other, as soon as practicable, of any change in the designated Focal Point and shall share the contact details of the newly designated contact person.

11. **Independence**

This Agreement is not a legal partnership, joint venture or other joint enterprise and this collaboration is not to be understood as such. Each party is completely independent of the other and this Agreement provides a platform for the Parties to collaborate in defined ways to achieve their mutual goals.

12. **Interpretation**

The terms of this Agreement will be interpreted and applied without application of any system of national or sub-national law.

13. **Privileges and Immunities**

The Office of the Special Representative is a subsidiary organ of the United Nations and, as such, is the beneficiary of certain privileges and immunities under international law. All those privileges and immunities are expressly reserved and are not waived.

14. **Amendment**

If either party wishes to amend the terms of this Agreement, it will consult with the other party and, if agreed, such amendment will take effect when it is set out in writing and signed by each party.

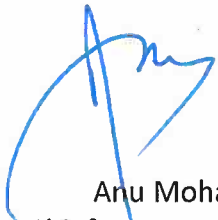


15. **Assignment**

Global Tree Fund SA shall not assign any part of this Agreement to a third party, without the prior written authorization of the Office of the Special Representative.

16. **Language**

This Agreement has been prepared and signed in English. Its contents may be translated into another language at the request of either of the Parties. In the event of any inconsistency between the different language versions, the English version will apply.



Anu Mohan
Chief Executive Officer
Global Tree Fund SA



Navamanee (Pramila) Patten
Special Representative of the Secretary General
on Sexual Violence in Conflict

Monday, 31 January 2022